

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

GLORIA MOLINA YVONNE BRATHWAITE BURKE ZEV YAROSLAVSKY DON KNABE MICHAEL D. ANTONOVICH

September 16, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION TO ENTER INTO AGREEMENTS WITH APPLEONE EMPLOYMENT SERVICES, CORESTAFF SERVICES, PDQ CAREERS, AND VOLT SERVICES GROUP FOR TEMPORARY PERSONNEL SERVICES FOR THE DEPARTMENT OF COMMUNITY AND SENIOR SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the Director of Community and Senior Services (CSS), or his designee, to negotiate and execute four agreements, in substantially similar form to Attachment A, for provision of temporary personnel services on an as-needed basis for a one-year period beginning October 8, 2003 and ending October 7, 2004 with provisions to renew the agreements at the discretion of the Director for up to two twelve-month periods at an annual cost not to exceed \$442,000. The financing of temporary contract personnel will be paid from existing budgeted Federal and State funding, and funding has been included in the Department's FY 2003-04 Adopted Budget.
- 2. Authorize the Director of CSS, or his designee, to amend these agreements including: (1) an extension, beyond the expiration date, not to exceed three (3) months; (2) rate changes required by law or permitted by the agreements; (3) approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment; and (4) the Director notifies the Board of agreement changes in writing within 30 days after execution of an amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to make available temporary personnel on an as-needed basis to provide coverage during extended sick and family leaves, for one-time special projects, for emergencies, and to meet critical workload demands during cyclical Request for Proposals (RFP) workloads.

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CSS provides an extensive range of direct and contracted services funded almost exclusively through Federal and State grant monies. Frequent and unpredictable changes in grant-funding levels result in variations in program size and staffing requirements.

Implementation of Strategic Plan Goals

These agreements are consistent with the County's Strategic Plan Goals of Organizational Effectiveness, Strategy 2, and Fiscal Responsibility, Strategy 1.

FISCAL IMPACT/FINANCING

The estimated cost of these agreements will not exceed \$442,000 annually and will be paid by Federal and State grant funds. The financing of temporary contract personnel will be paid from existing budgeted funds, and funding has been included in the Department's FY 2003-04 Adopted Budget (directly charged to the administration for each individual program).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000.4, your Board is authorized to contract for temporary personnel services and/or delegate such function to its constituent County departments to obtain temporary help to assist during any peak workload, temporary absences, or for emergencies other than a labor dispute. Use of temporary help under this Government Code Section is limited to a period not to exceed ninety (90) days for any single-peak load, temporary absence, or emergency situation.

On April 11, 2000, your Board authorized CSS to contract with four temporary-help firms through April 14, 2001 with the option to renew these contracts for two additional years. CSS exercised its option to renew those contracts and they expired on April 14, 2003.

On April 8, 2003, your Board authorized the Director of CSS to execute amendments to the agreements with the four temporary-help firms at that time (at a total estimated cost of \$360,000) to allow the Department to continue to utilize qualified temporary personnel on an as-needed basis effective April 14, 2003 for a period not to exceed six months. These extensions are due to expire on October 14, 2003.

For the past several years, CSS has utilized the services of temporary contract services agencies on an as-needed basis to fill critical work assignments.

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Consistent with practices established by the Executive Office, who has concluded from their twenty years of experience, we are again recommending that contracts be awarded to more than one agency. The benefits to having more than one firm provide services are: 1) orders can be filled more quickly, especially when the order involves several contract workers, 2) a single agency may not be able to meet a particular need, and 3) there is an alternate source always available should one agency experience any problem in complying with the terms of the contract.

The contracts with the proposed agencies contain set hourly bill rates for the various positions as individually bid by each agency. A listing of the hourly bill rates for the various positions and the recommended contracts that we are recommending for approval is shown in Attachments I-A, I-B, I-C, and I-D.

In response to union concerns and consistent with Board policy, CSS will identify positions on the reemployment list whose job skills match those needed by the Department before a contract temporary position is retained. The Agreements will not be utilized to replace County employees impacted by program curtailments. We will continue to communicate with employee unions on temporary hiring.

Each of the proposed contracts contains a provision that requires the contractor to give first consideration for any temporary employment openings to qualified permanent employees who are targeted for layoff or qualified former County employees who are on the reemployment list during the life of the Agreements.

Pursuant to Los Angeles County Code Section 2.121.250, these Agreements are not Proposition A contracts because these services are needed on a temporary or intermittent basis, and authority to contract is expressly provided by Government Code Section 31000.4.

The Agreements have been approved by County Counsel and reviewed by the Department of Human Resources. CSS has met with the Service Employees International Union (Local 660) on August 25, 2003 regarding this Board request.

CONTRACTING PROCESS

On March 18, 2003, an invitation for RFP was posted on the CSS and County of Los Angeles Office of Small Business web sites. Additionally, on March 18, 2003, letters were sent to 12 temporary-services agencies randomly selected from the yellowpages.com website. An evaluation committee consisting of staff from CSS evaluated each of the 14 RFPs submitted. Two RFPs did not meet the minimum requirements and were eliminated. The top 12 RFPs were rated by three raters on the

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following criteria: proposer's experience and capability, qualifications and availability of temporaries, and proposed bill rates and employee benefits. The top four rated agencies were selected, as these agencies offer a large pool of qualified candidates, competitive hourly rates, strong management teams, and can provide qualified temporaries for the entire Los Angeles County area. Also, we have existing contracts with two of these agencies, and they have provided the Department with good quality personnel and support services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without Board approval for temporary personnel services, CSS will be negatively impacted and, thus, will endure hardship in handling critical work assignments and meeting emergent or unanticipated needs when hiring is not possible. In adopting the FY 2003-04 budget for this Department, the Board included funding to utilize a significant number of temporary contract personnel due to workload uncertainties. There are currently 21 temporary personnel employed by the Department.

CONCLUSION

The temporary personnel services program provides a viable option for this Department when the utilization of regular County employees is not feasible or is impracticable. Continuation of this program is critical to our needs.

Upon your Board's approval, it is requested the Executive Officer-Clerk of the Board return an approved copy of the Board letter to Community and Senior Services, 3175 West Sixth Street, Suite 404, Los Angeles, California, 90020, Attention: Yolanda Johnson, who may be contacted at (213) 738-3051.

Respectfully submitted.

ROBERT RYANS

Director

Attachments (5)

c: David E. Janssen Lloyd W. Pellman Violet Varona-Lukens J. Tyler McCauley

AGREEMENT

COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the County of Los Angeles (hereinafter "County") and [Contractor Name] (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

- SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification), I (Contractor Employee Jury Service Certification), and J (Safely Surrendered Baby Law) attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."
- (b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:
 - (1) Exhibit A Standard Terms and Conditions
 - (2) Exhibit B Statement of Work
 - (3) Exhibit C Hourly Billing Rates

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of Community and Senior Services.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. Community and Senior Services, in its sole discretion, may obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

	Ву:
ATTEST:	Robert Ryans, Director Community and Senior Services
VIOLET VARONA-LUKENS, Executive Officer-Clerk of the Board of Supervisors	
By:	<u></u>
APPROVED AS TO FORM:	
LLOYD W. PELLMAN County Counsel	
By:	
	(Insert Contractor Name)
	By:
	Title: Date:

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- § 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:
- § 201. Compliance with Laws. (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.
- (b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.
- § 202. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- (b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- (c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- (e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:
 - 1. Title VI, Civil Rights Act of 1964;
 - 2. Section 504, Rehabilitation Act of 1973;
 - 3. Age Discrimination Act of 1975;
 - 4. Title IX, Education Amendments of 1973, as applicable; and
 - 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

- (b) Consistent with this § 205, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.
- (c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.
- § 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statues and regulations.
- (b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- (c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.
- § 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.
- (b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)
- (c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this § 207 shall be a material breach of this Agreement.
- § 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

- § 214. Acknowledgement of County's Commitment to Child Support Enforcement. Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.
- § 215. Debarment and Suspension. (a) Responsible Contractor. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.
- (b) Chapter 2.202 of the County Code. The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements the Contractor may have with the County.
- (c) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honest, or (4) made or submitted a false claim against the County or any other public entity.
- (d) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- (3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- (e) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.
- § 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

safely surrender a baby. The fact sheet is set forth in Exhibit J of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

(b) Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 300. INVOICES AND PAYMENTS.

- § 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.
- (b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Community and Senior Services, County of Los Angeles, 3175 W. Sixth Street, Room 404, Los Angeles, California 90020.
- § 302. Invoice Review. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.
- (b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.
- § 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.
- § 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS

- § 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- (b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- (c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be

- § 504. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- § 505. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.
- (d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- § 506. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.
- § 507. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - (a) Providing evidence of insurance covering the activities of sub-contractors, or
- (b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.
- § 508. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY

- § 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.
- § 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.
- (b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and

those replacement services, as determined by CSS in its sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

- (e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by CSS. Such causes may include, but are not restricted to:
- (A) Acts of nature (e.g., fires, floods, earthquakes, unusually sever weather, epidemics);
 - (B) Acts of the public enemy;
 - (C) Acts of County in either its sovereign or contractual

capacity;

- (D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.
- (2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes <u>beyond the control</u> of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- (3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by CSS and/or the Contractor Administrator in their sole discretion.
- (f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).
- (g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- § 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:
- (1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.
 - (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
 - (3) Appointment of a Receiver or Trustee for Contractor.
 - (4) Execution by Contractor of an assignment for the benefit of creditors.
- (b) The rights and remedies of County provided in this § 702 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- § 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by CSS to be in the County's best interest.

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.
- § 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS

- § 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.
- § 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.
- (b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.
- § 803. Subcontracting (a)In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of CSS. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.
- (b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor

- § 807. Notice of Delays. Except as otherwise provided in this Agreement, when either CSS or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.
- § 808. County's Quality Assurance Plan. The County or its agent will evaluate. Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.
- § 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.
- § 810. Waivers (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- (b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- (c) Waivers of the provisions of this Agreement shall be in writing and signed by CSS and/or the Contractor, as applicable.
- (d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.
- § 811. Nonexclusivity Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- § 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:
 - (a) Contractor shall develop all publicity material in a professional manner.
- (b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.
- (c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

STATEMENT OF WORK

1. INTRODUCTION

Community and Senior Services of the County of Los Angeles (CSS) has for three years administered contracts with various temporary employment agencies to provide as-needed personnel to this department. Previous contracts were administered through the Executive Office of the Board of Supervisors.

The six (6) principal job classifications needed are account clerks, administrative analysts, data entry operators, receptionist/typists, senior typist clerks, and word processing secretaries. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications (for example: senior word processor, executive secretary, etc.) and 2) job classifications in other occupational categories such as programmer analysts, telephone operators and general laborers.

It is anticipated that our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 20 - 30 temporaries could be working on any given day. It is helpful if the selected Agency/Agencies are able to fill requests to staff areas other than downtown Los Angeles, such as Burbank, Lancaster, and Lawndale.

2. <u>MINIMUM EXPERIENCE & SKILL REQUIREMENTS</u>

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.
- -Demonstrated ability to assist in conducting audits of accounts and financial records.

3. AGENCY EMPLOYEES

The Agency is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Agency to perform these services shall at all times be employees of the Agency and the Agency shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Agency who, in the opinion of CSS is unsatisfactory, shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Agency will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Agency. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Agency shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- -- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- -- The ability and skill to fluently read, write, speak and understand English.
- -- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- -- Bilingual skills and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- -- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by CSS, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle for a substantial part of the time.

HOURLY BILLING RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS

HOURLY BILL RATE

Account Clerk

One year's experience in the accounting field. Knowledgeable in accounting procedures and clerical duties. Functions may include posting and reconciling bank or cash accounts and reviewing transactions for completeness. May assist accountant in preparation of reports, answer customer inquiries and investigate complaints about possible errors. Operates calculator or ten-key adding machine by touch. Works under supervision of accounting supervisor or accountant.

Administrative Analyst

Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management. The ability to analyze, interpret, and present complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management. Demonstrated ability to assist in conducting audits of accounts and financial records.

Data Entry Operator

One year's experience in the operation of a key punch or key-to-disk machine. Familiar with various job applications. Average 10,000 keystrokes. Demonstrated ability to review, edit, proof, and revise posted data to ensure high accuracy in work examples.

Receptionist/Typist

Three month's experience answering telephones with at least five to six separate lines. Neat appearance and good verbal skills.

Senior Typist Clerk

Three year's office clerical experience, one year of which must have been at the level of Intermediate Typist Clerk. Ability to type 40 w.p.m. Knowledge and skill in the use of word processing software such as Microsoft Word 2000 or Word Perfect Corel 8.0 Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2000 or Lotus. Proficient in the use of a fax machine, photocopy machine and calculator.

Word Processing Secretary

One year's secretarial experience. Must type 40 words per minute and if required, takes dictation at 90 words per minute. Performs varied secretarial and clerical duties. A thorough knowledge of word processing with specified software required. Able to process heavy volumes of text, letter composition, general clerical duties and heavy phones. Excellent written and verbal communication skills.

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Vendor Name	
Vendor Official Title	
Official's Signature	

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print na	me as shown in bid or proposal),
hereby su	bmit this certification to the (County department)
	, pursuant to the provisions of County Code
Section 2. proposal)	200.060, and hereby certify that (contractor or association name as shown in bid or , an independently-owned or franchisersiness (circle one), located at (contractor or, if an association, associated member
owned bu address), Complian	siness (circle one), located at (contractor or, if an association, associated member, is in compliance with Los Angeles County's Child Support ce Program and has met the following requirements:
•	tted a complete Principal Owner Information form to the District Attorney Bureau of Support Operations;
Feder Insura	complied with employment and wage reporting requirements as required by the al Social Security Act (42 USC Section 653 a) and/or California Unemployment nce Code Section 1088.5 and will continue to comply with such reporting ements;
Attorn Section the Ui Notice	complied with all lawfully served Wage and Earnings Withholding Orders or District ey Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure in 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of inform Interstate Family Support Act, and will continue to comply with such Orders of its. *E UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT*
	UTED THIS DAY OF
	(Month and Year)
at:	Telephone No.
by:	
(Signature to the Cou	of a principal owner, an officer, or manager responsible for submission of the bid or proposal nty.)
Copy to:	District Attorney Bureau of Family Support Operations Special Projects P.O Box 911009
	L AL. OA 00004 4000

Los Angeles, CA 90091-1009 FAX: (323) 890-9741

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

	any Name: any Address:		·
City:	•	State:	Zip Code:
	one Number:	Sanione):	
Solicitation For Services):			
Part I	(attach docun	ury Service Program does not apply to you nentation to support your claim); or, compl you complete Part I or Part II, please sign and	ete Part II to certify compliance with the
Part I:		Program is Not Applicable to My Business	
0	an aggregate subcontracts the exception	does not meet the definition of "contractor", as d sum of \$50,000 or more in any 12-month per (this exception is not available if the contract its will be lost and I must comply with the Program m of \$50,000 in any 12-month period.	iod under one or more County contracts or self will exceed \$50, 000). I understand that
0	has annual graces contract, are soperation, as	is a small business as defined in the Program. ross revenues in the preceding twelve months of \$500,000 or less; and, 3) is not an affiliate or su defined below. I understand that the exception of employees in my business and m	which, if added to the annual amount of this bsidiary of a business dominant in its field of on will be lost and I must comply with the
0	part-time emp	n its field of operation" means having more ployees, and annual gross revenues in the predent of contract awarded, exceed \$500,000.	
0	at least 20 p	subsidiary of a business dominant in its fiel percent owned by a business dominant in its jority stockholders, or their equivalent, of a busin	field of operation, or by partners, officers,
0		is subject to a Collective Bargaining Agreemen edes all provisions of the Program.	t (attach agreement) that expressly provides
		OR	
<u>P</u> a	My business of regular pa	ion of Compliance has and adheres to a written policy that provide by for actual jury service for full-time employe my company <u>will have</u> and adhere to such a pol	es of the business who are also California
	leclare under po ne and correct:	enalty or perjury under the laws of the State of (California that the information stated above is
Print N	lame:	Title:	
Signat	:ure:	Date:	

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Senior Typist Clerk	\$10.76
 Three year's office clerical experience, one year of which must have been at the level of intermediate Typist Clerk. Ability to type 40 wpm. Knowledge and skill in the use of word processing software such as Microsoft 200 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2000 or Lotus. Proficient in the use of a fax machine, photocopy machine and calculator. 	\$10.76
Word Processing Secretary	\$16.64
 Two year's secretarial experience. Ability to type 40 wpm. Knowledge of at least two of the following software applications: ✓ Microsoft Software (Access, Outlook, Power Point, and Word) ✓ WordPerfect 7.0, Word Perfect Corel 8.0, Lotus Smart Suite ✓ Microsoft Excel ✓ Window 98, Windows 2000 or NT Windows. Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings. Skill in screening office and telephone callers. Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins. Ability to take written minutes and fast notes when required to attend and record meeting activities. 	

Clerk Typist-Intermediate	
Ability to format and type memos, reports and correspondence. Performs general clerical duties. Proficiency in proofreading for spelling and punctuation. Types 40+ w.p.m. Minimum of one year office experience. May be bilingual, as required.	\$9.73
Computer Operator	\$16.96
Operates a mainframe or desktop computer system and equipment. Able to set up and load equipment, diagnose, operate, correct and program systems. Familiar with various command languages. Minimum one (1) year computer experience.	
Executive Secretary	\$17.71
Knowledge of executive and administrative office procedures. Ability to use independent judgement. Arranges meetings, appointments and travel schedules. Excellent grammar, punctuation, spelling, written and verbal communication skills. Meets typing and shorthand standards of executive secretary. Minimum one year experience at an executive secretarial level.	
General Clerk	\$8.68
Performs clerical duties in accordance with established procedures which require minimum clerical knowledge or training. Functions may include: filing, sorting, copying, posting, addressing and stuffing envelopes. Works under supervision and has minimum six (6) months general office experience.	
Program Analyst	\$25.60
Experience in analysis of processes and development of computer program requirements and specifications to support automation, process enhancement, systems upgrades and program evaluation. Prepares documentation of program/system requirements. Related degree and applicable work experience required.	
Secretary Transcriber	\$12.80
Performs all duties of secretary. Familiar with standard transcribing equipment. Minimum two years secretarial background and six months transcribing experience.	
Senior Clerk	\$9.27
Independently performs clerical duties with a high degree of initiative. Familiar with established procedures. Duties may include: researching data, compiling information, setting up and maintaining files. May be responsible for coordinating and supervising work flow of other clerks. Able to perform these tasks with minimal supervision. One year clerical office experience.	

8. BILLING RATES AND EMPLOYEE BENEFITS

Joh Descriptions & Minimum Poquiromonto

A. Provide a specific hourly billing rate for each of the six (6) principal job categories in the format as shown on the Sample Contract – Part D – of this RFP. Do not give a range of salary for each of the positions – only give one rate based on the minimum job qualifications listed in this RFP under Part B, Section 2 for each of the six (6) principal job categories.

EXHIBIT B

SPECIFIC PROPOSAL FOR HOURLY BILL RATES

Job Descriptions & Minimum Requirements	Hourly Bill
Account Clerk A minimum of one-year experience in the accounting field with experience in maintaining a double entry accounting system. Knowledge of accounts payable and accounts receivable. Able to do bank reconciliation and to use a ten-key by touch.	<u>Rate</u> 12.80
Data Entry Clerk A minimum of 6 months of experience in the operation of alpha and numeric data entry averaging 10,000 keystrokes with high accuracy. Has varied computer application experience.	\$11.52
Receptionist/Typist A minimum of one-year office experience, including answering at least 5 incoming lines, taking messages and, at times, paging individuals. Possesses a professional and pleasant demeanor, and assists the public with questions and information. Types a minimum of 25 wpm.	\$12.16
Senior Typist Clerk A minimum of 3 years of office clerical experience. Proficient in use of a fax machine, copier, and calculator. Is able to update or obtain information on a PC. Types a minimum of 40 wpm.	\$14.08
Word Processing Secretary A minimum of two years of secretarial experience. Familiar with at least two software applications (MS Word, Excel, Power Point, Access, Word Perfect 7.0, Word Perfect Corel 8.0, Lotus Smart Suite, Windows 95, Windows 98, or NT Windows). Able to utilize Microsoft Outlook, email, can prepare calendars and appointments. Screen calls, takes messages, schedules appointments, and arranges conferences and meetings. Prepares correspondence,	\$16.64

Windows 95, Windows 98, or NT Windows. Able to draft letters, memos, correspondence, may be able to edit spreadsheets. Able to proof and edit final drafts for accuracy. Types a minimum of 50 wpm.

Word Processing Secretary II

\$15.36

A minimum of three years of secretarial experience. Proficient with at least two software applications (MS Word, Excel, Power Point, Access, Word Perfect 7.0, Word Perfect Corel 8.0, Lotus Smart Suite, Windows 95, Windows 98, or NT Windows). Able to utilize Microsoft Outlook and email. Screen calls, takes messages, schedules appointments, and arranges conferences and meetings. Prepares correspondence, letters, memos, notices, bulletins, and attends meetings and takes minutes. May be able to take fast notes. Types minimum 60 wpm.

Account Clerk II

\$14.72

A minimum of two years of experience in the accounting field, with experience in maintaining a double entry accounting system. Knowledge of accounts payable and accounts receivable. Able to do bank reconciliation, bookkeeping, and to use a ten key by touch.

Word Processor

\$12.80

A minimum of 6 months of word processing experience, utilizing either Microsoft Office, Lotus Smart Suite, Word Perfect 7.0, and/or Windows 95, Windows 98, or Windows NT. Able to draft letters, memos, correspondence, may be able to edit spreadsheets. Able to proof and edit final drafts for accuracy. Types a minimum of 45 wpm.

Bill Rates and Job Classifications

Additional Job Classifications Word Processor Six months experience in word processing and ability to utilize current software applications in one or more of MS Office Suite, Lotus Smart Suite, WordPerfect 7.0, Corel Draw 8.0. Ability to type minimum 40 wpm. Types draft and final copy of variety of correspondence and documents. Possesses proof-reading and editing abilities as well as graphers and line.	\$14.80
Possesses proof-reading and editing abilities as well as grammar, spelling and punctuation skills. Senior Word Processor Three years secretarial experience. Ability to type 60 wpm. Familiar with at least two software applications. Prepares correspondence, reports and other documents. Able to create graphic presentations. Attends meetings and takes notes/minutes.	\$16.44
Executive Secretary Performs secretarial duties for executives in top management positions. Skilled at working with people at all levels within an organization. Transcribes dictation from machine or notes, handles correspondence and makes travel arrangements. Very professional appearance. Minimum three years experience.	\$17.06
Administrative Assistant Very experienced in word processing. Sets up, prepares and proofreads correspondence and other documents in final form. Receives and screens visitors, answers phones, sets up appointments, meetings and travel arrangements. Capable of advanced duties. Minimum two years experience.	\$18.11
Legal Secretary Performs secretarial duties with high degree of accuracy, including transcription form shorthand or a dictating machine. Knowledge of legal terminology and procedures. May specialize in an area of law, e.g. tax, patent, or corporate. Minimum two years experience.	\$22.50
Shorthand Secretary Takes and transcribes dictation of all office communications including correspondence and reports, for one or more administrators. Answers telephone and places calls. Receives visitors, distributes mail, and schedules appointments. Minimum one year experience.	\$19.22
General Secretary (60 wpm) Performs secretarial and clerical duties for one or more people. Answers and places telephone calls, distributes mail, receives visitors, maintains files, prepares reports and makes appointments. Minimum one was a secretarial makes appointments.	\$14.41

files, prepares reports and makes appointments. Minimum one year

experience.

Bill Rates and Job Classifications

Bookkeeper	\$17.63
Compiles, posts and maintains records of financial transactions. Responsible for verifying transactions and entries into account or cash journal. Summarizes details in separate ledgers, transfers data to general ledger and compiles reports. May also calculate wages, process payroll and prepare tax reports.	•
Accounting Technician	\$16.19
Experienced in two or more accounting disciplines of accounts receivable, accounts payable, payroll and credit & collection. Does month end analysis of accounting activities and prepares reports. Minimum two years experience.	
Senior Accounting Clerk	\$14.32
Performs clerical duties within an accounting function. May type match payment to accounts receivable, check items on invoices and purchase orders. May code and post to accounts and verify accuracy by checking totals. Will prepare bank deposits and perform other routine calculations with specific instructions. May have light or no prior experience and should be supervised.	
Forklift Operator Certified to use single or double forklift and hand stacking as requested. Minimum six months experience.	\$15.43
Class A or 1 Drivers	\$14.87
Performs such duties as inventory of the product and deliveries to assigned stops. Minimum one year on the road experience required and clean DMV check.	
Materials Handler	\$12.88
Loads, unloads and moves materials within or near work site. Stacks, labels, bundles material for identification. Moves materials weighing up to 50 pounds by hand, hand truck or wheelbarrow. Keeps accurate, simple records and follows written and verbal directions well. Minimum six months experience.	V12.00
Shipping/Deceiving Object	
Shipping/Receiving Clerk Verifies and records incoming and outgoing shipments. Prepares items for shipping using cartons, containers and protective fillers. Seals and labels cartons for proper identification and calculates and records proper postage. Routes items to departments by hand, hand truck or dolly. Keeps accurate records and follows verbal and written directions well. Minimum six months experience.	\$12.88
Light Industrial	\$11.29
Performs such duties as inventory taker, warehouse or production worker and manual work including janitorial and general clean up. Entry level position.	

Bill Rates and Job Classifications

Programmer Analyst

\$40.60

Performs technically difficult programming and program maintenance. Analyzes existing systems and procedures and determines feasibility of data processing applications; designs and participates in the implementation of systems and computer programs.

Database Administrator

\$37.36

Works with database management systems software, coordinating changes to, testing and implementing computer databases. Responsible for the design and implementation of system security protocols. Also provides advice and assistance to end-users. Provides technical support for all hardware, software, and systems. Minimum one year experience.

Systems Analyst

\$36.04

Studies specific administrative, scientific or engineering functions to determine, define, and formulate the applicability of new or modified application programs. Identifies all aspects of the assigned problem and evaluates user requirements in terms of the capabilities of the available hardware and software. Develops proper documentation, which outlines the logical steps to be followed in solving the problem and prepares systems specifications, including input and output formats. Able to work in most aspects of application systems analysis in accordance with acceptable practice standards. Minimum one year experience.



type 40 wpm and knowledge and skill in the use of word processing software including Word 2000 or Word Perfect Corel Draw. Must be knowledgeable in using spreadsheet software such as Microsoft Excel or Lotus. Proficient in the use of fax machine, photocopy machine and calculator.

Administrative Analyst

\$21.12

Must have at least three years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organizational systems and procedures. The ability to analyze, interpret, and present complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that includes such things as recommendations and comprehensive reports.

B. In addition to the six (6) principal categories, list other comparable positions to those in the principal classifications. Also, list other occupational categories which might be available, such as programmer analyst, telephone operator and general laborer in the format as shown on Attachment D.

General Clerk

\$10.89

Performs a variety of basic clerical duties that do not require special knowledge or skills. Duties may include stuffing, collating, affixing labels, addressing envelopes, hand addressing, copying and using a facsimile (fax) machine.

File Clerk

\$10.89

Sorts and files materials based on an established alphabetical or numerical system. Locates and removes material from files when requested. Maintains a log of all material that is filed or removed. May perform some copy machine functions. Works under supervision; requires the ability to stand for long periods.

Statistical Clerk

\$17.16

Performs under supervision, one or more routine operations that require close attention to details and mathematical of figuring aptitude. Duties may include





Clerk/Typist

\$12.54

Performs clerical duties and light typing, 45 to 55 wpm, with knowledge of general office systems and procedures. Duties include light tying of envelopes, labels or other material that does not require much typing experience. Clerical duties may include tabulating, compiling, sorting, coding, alphabetical or numerical filing, cross referencing, posting, maintaining records, delivering mail, and faxing. Knowledge of word processing is not required. May require answering telephones.

Push-button Telephone

\$12.54

Operates a push-button system, making proper telephone connections for incoming and outgoing calls, supplying information to callers, recording messages, keeping records of calls. Duties may also include clerical tasks and receptionist duties as detailed above.

Switchboard Operator

\$13.20

Responds to callers, recording messages and keeping records of calls. Duties may also include light derical tasks and other reception duties as detailed above. Must have experience on required system and the ability to learn/use electronic mail and access an automated directory.

Telephone TWX Operator

\$10.56

Operates telegraphic typewriter to send and/or receive messages. duties include tying identifying code for station called, retrieving and distributing incoming messages, reading outgoing messages to detect errors, typing requests for clarification, and entering data, time and serial number for messages received.

Telemarketer

\$10.56

Handles incoming calls, taking orders and/or placing outgoing calls asking for orders or selling a service. Completes forms and orders, possibly on an automated system, verifies information on forms or records, and checks to see that forms/orders are filed properly. Requires knowledge of company products and/or services. Receives incoming calls and handles customer inquiries about products or services by providing information, recording or confirming orders







Word Processing Operator

Operates any one of the word processing systems available in the marketplace, including dedicated systems or word processing applications on computer, for the purpose of creating and/or revising documents for final copy. Duties may also include record processing, macro creation (different systems may call these by different names), communications networking, maintenance (sometimes called file "directory" maintenance), "library" training. demonstrations, software testing. and updating. Operators should have a minimum of one-year on-thejob experience on the same or related equipment, using the same or related software.

Office Assistant

\$14.52

Performs a variety of office duties, including typing letters, memos, and other copy from rough draft. An answer telephone and responds to inquiries. May use a variety of office equipment, including photocopier, calculator and facsimile machines. May do filing or compile statistical reports. Must have ability to proofread and correct documents with correct spelling and punctuation. Works under supervision. Must type a minimum of 60 wpm. Knowledge of PC or Macintosh may be required.

Secretarial Positions

Perform secretarial and clerical duties for one or more persons. The following positions include a variety of duties.

Secretary -No Shorthand or Transcription Machine

\$17.16

Duties include scheduling appointments, receiving persons, reading and routing incoming mail, handling personal and important or confidential correspondence and information, initiating composition of routine correspondence, preparing special reports, answering and making telephone calls and making travel arrangements. Must have ability to proofread and correct documents with correct spelling punctuation. Duties may include supervision of clerical employees and relieving supervisor of clerical work and minor administrative details. Must type a minimum of 60 wpm. Knowledge of PC or Macintosh required.





Accounting Positions

Accounting Clerk

\$13.20

Performs, under supervision, one or more routine accounting operations using calculator or adding machine. Duties may include verifying reports, checking figures, preparing vouchers, cross totaling accounting and expense reports, receiving checks and money, verifying receipts against statements or invoices. Some knowledge of accounting principles, close attention to details, and mathematical or figuring aptitude are required. May enter data on a computer.

Accounts Payable Clerk

\$14.52

Verifies accuracy of billing data to ensure receipt of items ordered. Compares invoices against purchase orders and shipping and receiving documents to verify receipt of items ordered. Inputs computer entries on invoice and credited memoranda to determine prices and discounts using calculator. Posts data to control records. Contacts vendors or buyers regarding errors in partial or duplicate shipments, prices, substitutions Maintains file of returnable items and extensions. received from or returned to vendors. Writes check or prepares voucher authorizing payment to vendors. and/or computerized manual Experience with accounting systems required.

Accounts Receivable Clerk

\$14.52

Verifies credit and/or other related functions. Uses tenkey calculator by touch. Good communication skills desired for contact with customers. Duties include preparation of deposits and application of cash. Experience with manual and/or computerized accounting systems required.

Credit Clerk

\$14.52

Codes incoming cash and receipts, prepares bank deposits, processes credit references, performs limited research and may assist the collection representative. Must have basic computer skills, and strong written and oral skills.

Payroll Clerk

\$14.52

Computes wages and posts wage data to payroll records using calculator, and computes and records earnings from time sheets and work tickets, subtracting





for preparation of complex financial statements.

Cost Accountant

\$22.63

Applies principles of cost accounting and statistics to devise, implement and administer systems that provide management with detailed cost data not ordinarily supplied by general accounting systems. Plans, implements and directs cost findings and reporting systems to determine, record and report unit costs of factors affecting production, such as raw material purchases, labor, inventory, and machine maintenance. Analyzes changes in product design, raw materials, overhead, manufacturing methods, or wages for effects upon production costs. Analyzes actual manufacturing costs and prepares periodic report comparing standard costs to actual production costs. Provides management with cost and comparative reports to indicate needs for changes in pricing or production.

Tax Accountant

\$22.63

Capable of processing and calculating tax returns in compliance with applicable tax laws. Familiar with the effects of tax on future business decisions. Degreed accountant with emphasis on taxation. Familiar with corporate, partnership and multi-state taxes.

Financial Analyst

\$23.76

Minimum of two years experience handling budgets, forecasts, planning and variance analysis. Must have degree in Finance or Accounting, strong analytical skills and be able to coordinate and complete special projects.

<u>Auditor</u>

\$18.48

Background must include diverse range of financial and operational audits, including development of non-routine audits. Must have the ability to audit testing and verification of financial operations. Prepares audit reports using established audit standards.

Controller

\$34.64

Directs financial affairs of an organization, prepares financial analyses of operations for guidance of management, and establishes major economic objectives and policies for company. Responsible for preparing reports which outline company's financial position in areas of income, expenses, and earnings,





clerical records. May be required to keep perpetual inventory and lift up to 50 pounds. Knowledge of computer may be required. Requires a minimum of one-year experience in a stockroom environment.

Warehouse Clerk

\$10.56

Performs general helper jobs in the warehouse. May be required to pull orders for the shipping department. Maintains organization, keeps stock on the shelves and performs general clean up. Must have ability to locate stock items in a simple inventory and follow directions. May be required to stack pallets and lift up to 50 pounds.

Store Clerk/Material Handler

\$10.56

Duties may include receiving, checking and storing. Assembles materials and assists shipping. May be required to make inquiries, changes and input to computer files. Marks packages and inventories parts for storage or transit. This is usually an entry-level position that works well under supervision. Experience is required, although it is usually minimal (approximately six months). May be required to lift up to 50 pounds.